

August 14, 2013 Donna M. Mendes, MD, FACS 10 West 66th Street, Suite 1-B New York, NY 10023

Re: Amendment to Biolitec, Inc. Physician Laser Placement Agreement

Dear Customer:

On January 12, 2011, you entered into a Physician Laser Placement Agreement (the "Agreement") with Biolitec, Inc. ("Biolitec"), whereby Biolitec provided you with use of an ELVeS laser system for a period of twenty-four (24) months and you agreed to purchase ELVeS Procedure Kits for use with the ELVeS laser system. A copy of your Agreement is attached.

AngioDynamics, Inc. ("AngioDynamics") is purchasing certain assets of Biolitec, including its laser and fiber business in the United States. AngioDynamics is transitioning Biolitec's customers' laser and fiber business to AngioDynamics' products and amending the Agreement as part of the transition process.

In furtherance of the foregoing and in consideration of the mutual promises contained herein, the parties agree to amend the Agreement follows:

- 1. Term. The term of the Agreement is extended to August 14, 2014.
- 2. <u>Use of Laser</u>. AngioDynamics will provide you the use of a VenaCure 1470 laser (the "Laser") as set forth in Schedule B during the term, in exchange for your ELVeS laser system. You agree to return your ELVeS laser system to AngioDynamics within thirty (30) days after the date of this amendment or when your existing supply of Biolitec laser fibers is exhausted, whichever occurs later.
- 3. <u>Laser Kits</u>. AngioDynamics will sell VenaCure EVLT Kits (the "Kits") to you each month during the term as set forth on Schedule B, and you agree to purchase a minimum of fifteen (15) Kits per month during the term.
- 4. <u>Amendment to Schedule B of the Agreement</u>. Schedule B of the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
- 5. New Paragraph 19. A new paragraph 19 is added to the Agreement as follows:

"The parties acknowledge that none of the transactions contemplated by this Agreement are intended to be an inducement to purchase AngioDynamics' products. Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by this Agreement, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Physician is reminded that the purchase of Kits includes the fair value of the temporary use of the Laser during the term. Physician must fully and accurately report all discounts and price reductions under this Agreement, including, without limitation, an amount allocated to the temporary use of the Laser at no charge, on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h])."

We look forward to providing you with the best products and support available. If you have any questions or concerns, please contact Dori Newman at (917) 456-6416.

Accepted and Agreed to:	`
Physician:	
Authorized Representative Signature	-
Print Name	-
Title	-
Date	-
AngioDynamics, Inc.	
Authorized Representative Signature	
Print Name	
Title	
Date	

Exhibit A to Amendment to Biolitec Physician Laser Placement Agreement SCHEDULE B

Laser Equipment and Kit Pricing

Description of Laser

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Part	Description	Quantity
VCURE1470/US	VenaCure 1470 US Laser	1
	Serial Number:	

The Laser includes the following accessory items: 2 keys, operator's manual, foot switch, 2 warning signs, 2 remote interlock connectors, 4 spare fuses, 1 test fiber, 64 MB MMC card, power cord, and 3 safety glasses.

Description of Kits

Part	Description	Quantity/Box	Price (each)
11402001	NeverTouch 45cm Kit, .035" Wire, 21 Gauge Needle	1	\$290.00
11402002	NeverTouch 65cm Kit, .035" Wire, 21 Gauge Needle	1	\$290.00
11403001	NeverTouch-FRS 45cm Kit, .035" Wire, 21 Gauge Needle	1	\$290.00
	NeverTouch-FRS 65cm Kit 035" Wire 21		

11403002	Gauge Needle	1	\$290.00
11403005	NeverTouch-FRS 45cm Kit, .035" Wire, 19 Gauge Needle	1	\$290.00
11403006	NeverTouch-FRS 65cm Kit, .035" Wire, 19 Gauge Needle	1	\$290.00
11403003	NeverTouch-FRS 25cm Kit, .018" Wire, 21 Gauge Needle	1	\$290.00
11403012	NeverTouch-FRS 45cm Kit, .018" Wire, 21 Gauge Needle	1	\$290.00
11403013	NeverTouch-FRS 65cm Kit, .018" Wire, 21 Gauge Needle	1	\$290.00
11403004	NeverTouch-FRS 90cm Kit, .035" Wire, 21 Gauge Needle	1	\$290.00
11403101	NeverTouch Direct Procedure Kit	1	\$290.00
EVLT/25-OPS	EVLT 25cm Spotlight OPS Kit	5	\$1,450.00
EVLT/55-OPS	EVLT 55cm Spotlight OPS Kit	5	\$1,450.00
EVLT/80-OPS	EVLT 85cm Spotlight OPS Kit	5	\$1,450.00
EVLT/PVAK	PVAK – 400 Micron Fiber Procedure Kit	5	\$1,450.00

Physician agrees to purchase a minimum of fifteen (15) Kits per month during the term of the Agreement.

The Kits are shipped FOB AngioDynamics facility, net 30.

Kits are shipped in quantities of five (5). Any quantity listed that is not a multiple of 5 will involve uneven monthly shipments and requires prior approval. Please call AngioDynamics or contact your local AngioDynamics representative for additional information.

Please circl	le a Kit sh	ipment day	/ (day of		
month):	1st	10th	15th	20th	
Start date fo	or first shi	oment:			

AngioDynamics may introduce new, discontinue, or modify products at any time and reserves the right to substitute equivalent Kits at its sole discretion.